

State of Texas §
County of Guadalupe §
City of Seguin §

INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is entered into this ____ day of May, 2022, by and between the **CITY OF Seguin, Texas** (hereinafter referred to as the "City"), and **BB Inspection Services** (hereinafter referred to as "Contractor").

WHEREAS, pursuant to **Chapter 18** of the Code of Ordinances, the City is authorized to conduct health and safety inspections, including but not limited to building, plumbing, fire, mechanical and electrical inspections; and

WHEREAS, Contractor is certified to perform such inspections pursuant to the requirements provided for by state law;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements as set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Purpose.** The purpose of this Agreement is to set forth the terms and conditions under which Contractor will provide inspection services for the City.

2. **Scope of Services.** Contractor agrees to perform inspection services as requested by the City and as set forth but not limited to Chapter 18 of the Code of Ordinances and as proposed by Contractor in the Cost for Services, attached. Contractor shall notify and seek written City approval to accept any contract or perform any services for any person, entity, or business that would conflict with the duties of this contract. City may waive this conflict, but such waiver is at City's sole discretion.

3. **Commencement and Duration.** This Agreement shall commence on the date hereinabove written, as approved by the City Council, and shall be for a two year period with two, one year options as agreed to by the Parties.

4. **Compensation.** Cost for such services will be as proposed by Contractor in the Cost for Services, attached. Contractor is not authorized to perform any work beyond the services outlined in Exhibit A without authorized written approval by City. City shall pay Contractor its fees based on the presentation by Contractor to City of a correct monthly statement for all the amounts earned under the Contract together with reasonable supporting documentation verifying the accuracy of the fees and expenses. City shall then pay Contractor its fee within thirty (30) days after presentation of the accurate monthly statement by Contractor to City.

5. **Independent Contractor.** By the execution of this Agreement, the City and contractor do not charge the independent contractor status of Contractor. No term or provision of this Agreement or any act of Contractor in the performance of this Agreement may be construed as making Contractor an employee of the City, eligible for benefits provided to its employees. The Contractor is considered to be an independent contractor and as such, is responsible for the payment of all taxes, including but not limited to federal income taxes and social security taxes (FICA), on said compensation.

6. **Ownership of Documents.** As part of the total compensation which City has agreed to pay Contractor for the inspection services to be rendered under this Contract, Contractor agrees that hard copies of all finished and unfinished documents, reports, data, studies, surveys, field notes, photographs, will remain the property of the City. Contractor will furnish City with paper and electronic copies to the extent they are available, of all of the foregoing to facilitate coordination. Contractor shall have the right to use such work products for Contractor's purposes.

7. **Insurance**

- A. Contractor agrees to maintain Worker's Compensation Insurance to cover all of its own personnel engaged in performing services for City under this Contract in the following amounts:

Workmen's Compensation – Statutory

- B. Contractor also agrees to maintain Commercial General Liability, and Business Automobile Liability, Insurance covering claims against Consultant for damages resulting from bodily injury, death or property damages from accidents arising in the course of work performed under this Contract in the following amounts:

Commercial General Liability

Personal injury and property damage –

\$1,000,000.00 combined single limit each occurrence and

\$1,000,000.00 aggregate

Business Automobile Liability for all vehicles:

Bodily injury and property damage –

\$100,000 combined single limit each accident

8. **Hold Harmless and Indemnity.** CONTRACTOR SHALL INDEMNIFY AND SAVE HARMLESS THE CITY AND ITS CITY COUNCIL MEMBERS AND EMPLOYEES FROM SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY, INCLUDING WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ALL EXPENSES OF LITIGATION, COURT COSTS, AND REASONABLE ATTORNEY'S FEES FOR INJURY OR DEATH TO ANY PERSON, OR INJURY TO ANY PROPERTY, RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, TO THE EXTENT CAUSED BY THE NEGLIGENT ACTS OF CONTRACTOR IN THE EXECUTION OF PERFORMANCE OF THIS CONTRACT.

9. **Termination for Convenience.** City and Contractor may terminate this Agreement at any time by giving at least thirty (30) calendar days notice in writing to each other. If the Agreement is terminated by the City and/or Contractor as provided herein, Contractor will be paid for the time provided and expenses incurred up to the termination date if such compensation is approved by the City. All finished and unfinished documents, data, studies, surveys, drawings, specifications, field notes, maps, models, photographs, and reports prepared by Contractor under this Agreement shall become the property of the City and Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder, provided such compensation is approved by the City.

10. **Amendment.** The City may, from time to time, request changes in the scope of the services of Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of Contractor's compensation, which are mutually agreed upon by and between the City and Contractor shall be incorporated in written amendments to this Agreement.

11. **Entire Agreement.** This Agreement and its Exhibit and any future Amendments constitute the entire agreement, and supersede all prior agreements and understandings between the parties concerning the subject matter of this Agreement.

12. **Assignment.** Neither the City nor Contractor shall assign, sublet or transfer its interest in this Agreement without the written consent of the other.

13. **Governing Law and Venue.** This Agreement shall be governed by and construed under the laws of the State of Texas and shall be performable in Guadalupe County, TX. This Contract is subject to all applicable federal and state laws, statutes, codes, and any applicable permits, ordinances, rules, orders and regulations of any local, state or federal government authority having or asserting jurisdiction, but nothing contained herein shall be construed as a waiver of any right to question or contest any such law, ordinance, order, rule or regulation in any forum having jurisdiction.

14. **Severability.** If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms and provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated, and this Agreement shall be construed in all respects as if such term, provision, covenant, or condition was omitted.

15. **Paragraph Headings.** The paragraph headings used herein are descriptive only and shall have no legal force or whatever whatsoever.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date first above written.

CITY OF SEGUIN, TEXAS

By: _____

BB INSPECTION SERVICES

By: _____
Bruce C. Beator,